

Town of Poland



Request for Proposals Revaluation

The Town of Poland is requesting bid proposals for conducting a revaluation of the Town of Poland. Firms submitting bids must submit them in sealed envelopes with “**Town of Poland Revaluation**” clearly printed on the exterior. Proposals must include vendor’s name, address, phone(s), contact person, and total cost. The enclosed bid form must be used, and bidders must observe all required state and federal laws and policies.

All inquiries regarding bids should be directed to the Town Manager at (207) 998-4601; email mgarside@polandtownoffice.org. Proposals must be delivered and clearly marked “**Town of Poland Revaluation**” to the Town Manager, Town of Poland, 1231 Maine Street, Poland, ME, 04274 or by email at mgarside@polandtownoffice.org no later than **11:00 AM, Thursday, October 26, 2023**, at which time they will be opened and read publicly in the Town Office conference room. The Board of Selectpersons will consider proposals on **Tuesday, November 7, 2023 at 7:00 PM** in the Town Office conference room. The Town of Poland reserves the right to reject any or all bids.

Scope of the Program - It is the express intent that the program shall include but not be limited to:

- A. The "Just Value" appraisal of each parcel of taxable real estate with separately expressed land and building values as well as total property values.
- B. **OPTION:** The "Just Value" appraisal of each taxable **tangible personal property** account with separately expressed values for furniture and fixtures, machinery and equipment.

Definition of Just Value

- A. "In the assessment of property, assessors in determining just value are to define this term in a manner which recognizes only that value arising from presently possible land use alternatives to which the particular parcel of land being valued may be put. Assessors must consider the effect upon value of any enforceable restrictions to which the use of the land may be subjected. Restrictions shall include but are not limited to zoning restrictions limiting the use of the land, subdivision restrictions and any recorded contractual provisions limiting the use of lands. The just value of land is deemed to arise from and is attributable to legally permissible use or uses only." (36 MRSA §701-A)

For the purpose of establishing the valuation of unimproved acreage in excess of an improved house lot, contiguous parcels and parcels divided by road, power line or right-of-way may be valued as one parcel when: each parcel is 5 or more acres; the owner gives written consent to the assessor to value the parcels as one parcel; and the owner certifies that the parcels are not held for sale and are not subdivision lots.

- B. Appraisals shall be made based on this definition of "Just Value."

Qualifications

- A. **Company.** The appraisal company shall submit a statement of the qualifications and experience of the company and its principle appraisers and supervisory personnel in appraisal work. Clear statements shall be presented showing:
 1. A detailed description of the process proposed to be undertaken to complete the property revaluation. Such description shall identify the key components, with the level of effort to be performed at each step
 2. A list of municipalities for which the firm has completed a property revaluation as either a stand-alone project or as part of a full town/city-wide revaluation program.
 3. Each firm providing revaluation services must provide evidence that they employ at least one certified Maine assessor as described in 36 M.R.S.A. §310 and 311.
 4. Samples of grading and pricing schedules, including land pricing formulas, necessary for revaluations, and a reasonable explanation of the proper usage of the grading and pricing schedules.
 5. Shall be able to utilize TRIO and input all data into the system

Progress and Control

- A. The company shall formulate a plan for completion of the project which meets with the approval of the selectpersons/assessors. Said plan shall include but not be limited to:
 1. Assignment of the project supervisor who shall be the company representative with regard to the project.
 2. The starting date
 3. A schedule of operations for
 - a. Public Informational Meeting
 - b. Seasonal property-Measuring and Listing
 - c. Commercial property-Measuring and Listing
 - d. Rural property-Measuring and Listing
 - e. Residential property-Measuring and Listing

- f. Industrial property-Measuring and Listing
- g. Development of Land Pricing Schedules
- h. Development of Cost Schedules
- i. Development of Personal Property Pricing Schedules
- j. Pricing of land
- k. Pricing of buildings
- l. Informal hearing
- m. Review and adjustment
- n. Review and appraisal

4. Project completion date (not to exceed two years from April 1, 2024)

- B. It is recognized that the plan of operation may require alteration from time to time and the selectpersons/assessor(s) shall not unreasonably require strict adherence to the plan, however, any change in starting date or completion date must be requested in writing by the company and must be approved in writing by the selectpersons /assessor(s).
- C. The selectpersons/ assessor(s) may grant an extension of the completion date not to exceed thirty (30) days to conclude any additional work necessitated under the terms herein specified with respect to alterations, additions, subdivisions, where circumstances beyond the company's control, and not due to its own acts or omissions, tend to delay completion of the project. Such extension shall only be made after submission of a written request by the company stating the reasons for such extension request.
- D. The company shall cooperate in maintaining good public relations throughout the period of the contract. The company shall provide assistance to the assessor(s)/assessor's agent in conducting a program of public information to include meeting with citizens groups and the drafting of media releases with regard to the purposes of the revaluation, methods used and reports of progress for the purpose of developing understanding of, and support for, the equalization program and sound assessment administration.

Monthly Report.

The company shall submit a monthly report to the selectmen /assessor(s) for approval. The report shall include:

- A. The percentage relationship of all work thus far completed to the total contract.
- B. The total of payment previously made.
- C. The payment requested for the month.
- D. The total payment request to date.

The selectpersons / assessor(s) may use the monthly report form as a basis for payment, but is not compelled to make payments as requested in the report form.

Payments - The selectpersons / assessor(s) or are required to make timely payments on the contract equal to 80% of the contract amount represented by work completed during the month as finally determined by them.

Retainage - The town shall retain 20% of the total contract price until all work has been completed including hearings and adjustment reviews, until all products to be supplied by the company have been presented to the town and until the selectpersons /assessor(s) are satisfied that the project has been completed satisfactorily as per these specifications except for the defense of values at Boards of Review, County Commissioners or Superior Court.

Office Space - Poland shall provide office space together with necessary tables and chairs in a mutually agreeable place for use of the company's staff working on this project. The Town will also provide remote access, if needed, to the TRIO program.

PERTINENT TOWN DATA

- A. Real Property Accounts as of 4/1/2023 - 3,634
- B. Personal Property Accounts as of 4/1/2023 - 114
- C. Last revaluation completed in 2010
- D. Total Real Valuation as of 4/1/2023 – 827,354,200
- E. Total Personal Property Valuation as of 4/1/2023 – 60,055,200
- F. State Valuation for 2024 – 1,227,050,000

LIABILITY INSURANCE – Successful Bidder must agree to procure and maintain at its expense, Commercial General Liability insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are:

Type of Insurance	Each Occurrence	Aggregate
General Liability – Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury and Property Damage	\$1,000,000	
Umbrella/Excess Liability	\$1,000,000	\$1,000,000
Worker’s Compensation & Employer’s Liability	\$500,000 (Each Accident) \$500,000 (Disease Policy Limit) \$500,000 (Disease Each Employee)	

Each such certificate shall list the Town as an additional insured and contain a statement of the insurer’s obligation to notify the Town at least fifteen (15) days prior to cancellation of any policy covered there under. The Town shall be furnished with a Certificate of Insurance. In the event the Town is required to defend itself, the Successful Bidder shall reimburse the Town’s costs, including reasonable attorneys’ fees for defense of such liabilities which arise out of the Successful Bidder’s negligence. In any claim which may arise as a result of intentional or negligent acts or omissions of the Successful Bidder, the Comprehensive General liability insurance policy provided by successful Bidder shall be deemed primary protection against such claims and the Town shall not be called upon to contribute to a loss otherwise payable by the Successful Bidder’s insurer due to its insured’s act or omission.

INDEMNIFICATION – To the fullest extent permitted by law, Successful Bidder does agree to defend, indemnify and hold harmless the Town, its officers, agents and employees, from and against all claims, damages, losses or expenses, just or unjust, including but not limited to costs of defense, arising out of or resulting from the performance of services hereunder, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of Successful Bidder, its officers, agents or employees, anyone directly employed by it, or anyone for whose act it may be liable, except to the extent that said claim, damage, loss or expense is caused by the Town, its officers, or employees.

Town of Poland Revaluation Official Bid Form

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER(S): _____

EMAIL: _____

CONTACT PERSON: _____

Include proof of standard liability insurance, which names the Town of Poland as an additional insured in an amount no less than \$1,000,000.

A. TOTAL PRICE PER PARCEL FOR REAL PROPERTY _____

B. TOTAL PRICE PER PARCEL FOR PERSONAL PROPERTY _____

*** depending on price we may eliminate the optional personal property revaluation**

C. GUARANTEED START DATE: _____

AUTHORIZED SIGNATURE OF PERSON SUBMITTING THE BID:

_____ Date: _____

The Town of Poland reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the Town, renegotiate any contract and waive any informality which does not compromise the actual bid.